

CAUSE NO. 2018DCV3989

LUZ A. GALLEGOS AND JOSE	§	IN THE DISTRICT COURT OF
FRESNEDO GALLEGOS	§	
	§	
V.	§	EL PASO COUNTY, TEXAS
	§	
CESAR ORNELAS LAW, PLLC, ET AL.	§	384 <sup>TH</sup> JUDICIAL DISTRICT

**PLAINTIFFS’ SECOND AMENDED PETITION AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, Luz A. Gallegos and Jose Fresnedo Gallegos, complain of Defendants, Cesar Ornelas Law, PLLC, Cesar Ornelas, II, Cesar Ornelas, I, Group of Legal Specialties, LLC, Liles White, PLLC, Kevin W. Liles, Stuart R. White, Victor Chavez, and La Paz Funeral Homes d/b/a Perches Funeral Home and would show as follows.

**I  
DISCOVERY CONTROL PLAN**

1. Based upon this Petition, this case should be controlled by a discovery control plan Level 2 pursuant to the Texas Rules of Civil Procedure, Rule 190.

**II  
RULE 47 STATEMENT OF RELIEF**

2. In accordance with Texas Rule of Civil Procedure 47, Plaintiffs seek monetary relief between \$250,000 to \$500,000. This is not an expedited action.

**III  
PARTIES**

3. Plaintiff, Luz A. Gallegos, is a resident of El Paso County, Texas and is the biological mother of Hector Soto, Jr., deceased, and brings this action in her in her individual and representative capacity.

4. Plaintiff, Jose Fresnedo Gallegos, is a resident of El Paso County, Texas and is the husband of Luz A. Gallegos and the step-father to Hector Soto, Jr., deceased.

5. Defendant, Cesar Ornelas Law, PLLC, is a Texas Professional Limited Liability Company and has answered herein.

6. Defendant, Cesar Ornelas, II, is an attorney with his principle place of business in San Antonio, Texas and has answered herein.

7. Defendant, Liles White, PLLC, is a Texas Professional Limited Liability Company and has answered herein.

8. Defendant, Kevin W. Liles, is an individual residing in Texas and has answered herein.

9. Defendant, Stuart R. White, is an individual residing in Texas and has answered herein.

10. Defendant, Victor Chavez, is an individual residing in El Paso, Texas and has answered herein.

11. Defendant, La Paz Funeral Homes, Inc. is a Texas Corporation doing business under Perches Funeral Homes and has answered herein.

12. Defendant, Cesar Ornelas, I, is an individual residing in Cameron County, Texas and may be served at his principle residence, 32649 Edgewater Isle Drive, Los Fresnos, Texas 78566, or wherever he may be found.

13. Defendant, Group of Legal Specialties, LLC, is a Texas Limited Liability Company with its principle place of business in Cameron County, Texas and may be served by serving its registered agent, Cesar Ornelas, I, at 301 East Harrison Ave, Harlingen, Texas 78550, or wherever he may be found.

## **V JURISDICTION AND VENUE**

14. This Court has subject matter jurisdiction over the controversy because the claims asserted in this Petition arose, in whole or in part, in Texas and the amount in controversy exceeds the minimum jurisdictional limits of this Court.

15. This Court has personal jurisdiction over each Defendant because the acts and omissions complained of herein occurred in Texas, each Defendant does and/or did do business in the State of Texas, has committed a tort, in whole or in part in Texas, is a resident and citizen of Texas, and/or has minimum contacts with the State of Texas during the period of time complained of herein.

16. Venue is properly laid in El Paso County, Texas because Defendant Victor Chavez is a resident of El Paso County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.002(a). Venue is also proper in El Paso County, Texas because all or a substantial part of the events or omissions complained about herein occurred in El Paso County, Texas. *See id.* Proper venue for one Defendant is proper venue for all Defendants because these claims arise out of the same transaction, occurrence, or series of transactions or occurrences. *Id.* at § 15.005.

## **VI FACTUAL BACKGROUND**

17. This is a civil barratry case against Texas lawyer Cesar Ornelas, II (“Ornelas Jr.”), his law firm, Cesar Ornelas Law, PLLC (the “Ornelas Firm”), his father, Cesar Ornelas, I (“Ornelas Sr.”), and his father’s company, Group of Legal Specialties, LLC (“GLS”), arising out of a conspiracy to illegally and unethically solicit clients. At all material times, Ornelas Jr., Ornelas Sr., the Ornelas Firm and GLS, along with another Texas law firm, Liles White, PLLC (“Liles White”), and their employees or agents, were engaged in a conspiracy, partnership and/or joint venture to improperly and illegally solicit clients who were victims (or family members of victims)

of catastrophic accidents, primarily from funeral homes owned by or associated with Ornelas Sr. The Plaintiffs in this lawsuit are unknowing victims of this barratry scheme and they bring this action pursuant to Texas Government Code § 82.0651 to recover statutory damages, including penalties and attorneys' fees.

**A. The Illegal Solicitation Venture.**

18. Ornelas Jr. and his father have made it a family business to profit from the deaths and injuries of others. Ornelas Sr. is the owner of several funeral homes throughout Texas and the president of a "marketing firm" named Group of Legal Specialties, LLC ("GLS"). Under the guise of a "Business Development Manager" for GLS,<sup>1</sup> Ornelas Sr. illegally "develops business" for his son's law firm, the Ornelas Firm, through improper personal solicitation. Ornelas Sr. regularly sponsors meetings in the funeral home industry where he distributes brochures explaining to the funeral directors exactly how to solicit clients for his son's law firm.<sup>2</sup> These funeral directors are trained to refer any families with a potential lawsuit to GLS, who will then refer the families to Ornelas Firm. In exchange, the funeral directors would receive compensation and the families would receive paid funeral expenses.<sup>3</sup>

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<sup>1</sup> The business card for Ornelas Sr. looks like this:



<sup>2</sup> One such brochure is attached hereto as Exhibit 1.

<sup>3</sup> See Exhibit 1.

19. Ornelas Jr. is a young lawyer who graduated law school in 2016 but has allegedly already obtained more than \$20 million in settlements for his clients.<sup>4</sup> Ornelas Jr. claims to have offices in Carlsbad, New Mexico, although he is not licensed to practice law there. In addition to obtaining cases solicited from his father's company GLS, Ornelas Jr. employs many of his own case runners, including Victor Chavez, Veronica Reyes and Sally Diaz. These case runners have business cards that state they do "Business Development" for the Ornelas Firm.<sup>5</sup> These runners have solicited most of the funeral homes in West Texas and Eastern New Mexico, seeking referrals for the Ornelas Firm and, at the instruction of Ornelas Jr., and offering to pay referral fees to funeral directors. Some funeral directors have received more than \$100,000 for referring cases to the Ornelas Firm, while others have received lavish trips abroad, such as to Puerto Rico.

20. Because Ornelas Jr. is young and inexperienced, he often refers the cases he solicits to other lawyers, such as Liles White, a law firm based in Corpus Christi, Texas. The website for the Ornelas Firm listed Liles White as "of counsel" until about April 23, 2019 when it was removed. Because of their frequent and close relationship with Ornelas Jr., the lawyers at Liles White, including Kevin W. Liles and Stuart R. White, are well-aware of how Ornelas Jr. sources his cases but nonetheless knowingly accept the cases and collect or seek to collect fees from these cases.

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<sup>4</sup> <https://oinjurylaw.com/about-attorney-cesar-ornelas/>

<sup>5</sup> The business card for one of the runners, Veronica Reyes, looks like this:



**B. The Illegal Solicitation of Luz A. Gallegos and Jose Fresnedo Gallegos.**

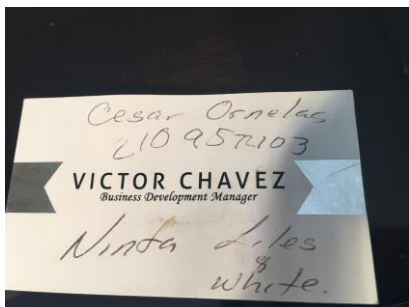
21. On or about April 22, 2018, Hector Soto, Jr. lost his life in an automobile accident which occurred on Interstate 20 East in Ector County, Texas. Hector was sitting in the back seat of a 2001 Ford F-250 pickup driven by its owner, Jose Jesus Arellano, who lost control and struck a tractor-trailer. Hector was thrown from the truck and tragically killed. Hector was young at 23 years of age when he lost his life. Hector was not married, and he had no children. Hector was survived by his mother, Plaintiff Luz A. Gallegos and step-father Jose Fresnedo Gallegos.

22. Luz received a phone call at around 9:00 pm the night of the accident from police officers informing her that her son Hector had been killed. Luz broke down in tears, began screaming and crying, and almost fainted. She was up all night with family and friends, including her husband, Jose.

22. The next morning, at around 8:30 am, Victor Chavez, a non-lawyer, personally solicited Luz and Jose at their home in El Paso, Texas. Chavez told Luz and Jose that he was an employee of Ornelas Law, but he was not a lawyer. Chavez left his card which indicated he was a “Business Development Manager.”<sup>6</sup> Luz and Jose did not know Ornelas, Jr., nor were they his current or former clients. Luz and Jose did not request to be visited by Chavez. At this meeting, Chavez requested Luz to sign a contract with the Ornelas Firm and, in exchange, stated Ornelas,

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<sup>6</sup> Handwritten on Chavez’s card was the name “Cesar Ornelas” with his phone number and the name of Liles & White:



Jr. would pay to help with the funeral and bring Hector's body back to El Paso. Luz did not want to sign as she was grieving and vulnerable. But Chavez was persistent, and told Luz that Ornelas, Jr. already had investigators working on the case to find out what happened to Hector. Chavez also stated that if she did not hire Ornelas, Jr., she may not be able to see her son's body and she feared she would have no money to cover the transportation of the body and funeral expenses. Chavez told Luz that he and Ornelas, Jr. worked with the Perches Funeral Home and that, if she agreed to hire Ornelas, Jr., her expenses would be covered.

23. During this solicitation, Luz was crying and distressed. Chavez pressured Luz to sign the agreement, which was written in English. Luz could not read or write or speak English. Chavez kept pointing to the signature line on the contract and demanding she sign the agreement. Chavez never explained the agreement to her, nor any terms of the agreement. Chavez never explained to her or translated to her the arbitration provision in the agreement. Chavez only explained that if she won the case, she would pay the attorney and if she lost, no money would be owed. Chavez explained nothing else. In her agony, and under duress, Luz signed the contract without reading or understanding it. Luz signed it simply so she could see her son one last time and pay for his funeral to take place in El Paso.<sup>7</sup>

24. The agreement itself stated that the case was "referred by" Chavez. The agreement was a joint agreement between the Ornelas Firm and Liles White, and the two law firms agreed to share fees in the case. Chavez is not a lawyer but Chavez was being paid by Ornelas, Jr. and Ornelas, Sr. to solicit and refer clients, such as Luz and Jose.

25. Agents of the Perches Funeral Home informed Luz and Jose that everything was taken care of and they would not have to pay any fees as long as they were represented by Ornelas,

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<sup>7</sup> Exhibit 2, Affidavit of Luz Gallegos.

Jr. and his firm. Perches Funeral Home is in the practice of conspiring with Ornelas, Sr. and Ornelas, Jr. to solicit the families who come to the funeral home to hire the Ornelas Firm and Liles White. Perches Funeral Home is owned by Perches who co-owns at least one other funeral home with Ornelas, Sr. Agents of Perches Funeral Home follow the brochure distributed by GLS and present to grieving families contracts from the Ornelas Firm (and sometimes Liles White) and offer to pay for all funeral services.

## **VII STATEMENT OF CLAIMS AND THEORIES OF LIABILITY**

26. Therefore, it has become necessary to bring this suit to collect a legal and equitable debt of money damages owing to Plaintiffs due to the Defendants' conduct. Specifically, Plaintiffs bring claims against Defendants, jointly and severally, for civil barratry, civil conspiracy and aiding and abetting.

### **A. Civil Barratry Under Texas Government Code 82.0651**

27. Section 82.0651 of the Texas Government Code allows a person who was solicited by conduct violating the Texas Penal Code or the Texas Disciplinary Rules of Professional Conduct prohibiting barratry to sue "any person who committed barratry" and recover damages, civil penalties and attorney's fees. *See* TEX. GOV'T CODE § 82.0651.

28. Defendants, with intent to obtain an economic benefit, violated several provisions of the Texas Penal Code prohibiting barratry, including:

- Section 38.12(a)(2) which prohibits a person from soliciting employment, either in person or by telephone, for himself or another.
- Section 38.12(a)(3) which prohibits a person from paying or advancing or offering to pay or advance to a prospective client money or anything of value to obtain employment.

- Section 38.12(a)(4) which prohibits a person from paying or offering to pay third parties to solicit employment.
- Section 38.12(a)(6) which prohibits a person from accepting or agreeing to accept money or anything of value to solicit employment.
- Section 38.12(b)(1) which prohibits a person from knowingly financing the commission of barratry, including the personal solicitation of clients or the offering money to clients in exchange for legal representation.
- Section 38.12(b)(2) which prohibits a person from knowingly investing funds the person knows or believes are intended to further barratry, including the personal solicitation of clients or the offering money to clients in exchange for legal representation.
- Section 38.12(b)(2) of the Texas Penal Code prohibits a person, who is a professional, from knowingly accepting employment within the scope of their license that resulted from improper personal solicitation.

29. Furthermore, Ornelas Jr., the Ornelas Firm, and Liles White, and its lawyers, Kevin Liles, Stuart White (the “Lawyer Defendants”), violated Texas Disciplinary Rule of Professional Conduct 7.03. Section (a) of this rule prohibits a lawyer from seeking professional employment by in person or by telephone when the nonclient has not sought the lawyer’s advice regarding employment or when no past or present attorney-client relationship exists when a significant motive is pecuniary gain. Section (b) of this rule prohibits a lawyer from paying or offering to pay anything of value to a person not licensed to practice law for soliciting prospective clients for or for referring prospective clients. Section (d) of this rule prohibits a lawyer from entering into an

agreement for, charging for, or collecting a fee from, an contract procured by barratry. The Lawyers Defendants violated these sections by through the conduct described herein.

**B. Civil Conspiracy and Aiding and Abetting**

30. As set forth above, Defendants were members of a combination of two or more persons. The object of the combination was to accomplish an unlawful purpose by unlawful means – the unlawful barratry and solicitation of Plaintiffs. The members, one or more of the Defendants herein and other third parties, had a meeting of the minds on the object or course of action, to gain the representation of Plaintiffs by illegal and unethical solicitation. As alleged above, one or more of the members committed an unlawful, overt act in furtherance of the object or course of action. As such, Defendants are jointly and severally liable for each other's violations of Texas Government Code, Section 82.0651.

**VIII  
VICARIOUS LIABILITY**

31. Defendants are vicariously liable under a theory of partnership. Defendants, individually and through their respective firms or entities, formed various partnerships and entered into various agreements to associate for profit. Each Defendant received or had a right to receive a share of the profits, expressed intent to be a partner in the ventures, participated or had a right to participate in the control of the business, shared or agreed to share the losses of the business or liability, and/or contributed or agreed to contribute money. Accordingly, each Defendant is a member of the partnership formed for the purpose of carrying on the barratry activities described herein and each is liable for the conduct of one another as described herein all of which occurred within the course and scope of the partnership.

32. Defendants are also vicariously liable under a theory of joint enterprise or joint venture. Defendants were engaged in a joint enterprise or joint venture because they had express

and implied agreements to carry out the actions outlined herein. Defendants had a community of pecuniary interest in that common purpose and an equal right to direct and control the enterprise or venture. Defendants each took actions in furtherance of the purpose of the joint enterprise, which was to commit barratry.

## **IX DEFENSES TO LIMITATIONS**

33. To the extent necessary, Plaintiffs affirmatively plead the discovery rule, fraudulent concealment and/or the *Hughes* tolling rule to any defense of limitations asserted by Defendants regarding any of Plaintiffs' claims or causes of action. Plaintiffs did not discover, nor could they have discovered through reasonable diligence, Defendants' barratry scheme. Acts of barratry are inherently undiscoverable. Even if Plaintiffs knew they had been solicited, they may not know, nor could they reasonably discover, that they had been wrongfully solicited and injured because of this solicitation.

## **X RESPONDEAT SUPERIOR**

34. Plaintiffs plead the legal theory of *respondeat superior* as between the individual lawyers named herein and their respective law firms.

## **XI DAMAGES**

35. Plaintiffs seek damages within the jurisdictional limits of this Court. Texas Government Code, Section 82.0651 provides that a person who prevails in a civil barratry action may recover from each Defendant actual damages, statutory damages in the amount of \$10,000 per violation per Defendant and reasonable and necessary attorney's fees. Defendants each committed no less than two acts of barratry in relation to the illegal and improper solicitation of the Plaintiffs. Therefore, each Defendant is liable to each Plaintiff for \$20,000. Accordingly,

Plaintiffs seek from all Defendants approximately \$360,000 in statutory penalties.

36. In addition, Plaintiffs seek reasonable and necessary attorney's fees. *See* TEX. GOV. CODE §§ 82.0651(b)(5), (d)(3).

## **XII JURY DEMAND**

37. Plaintiffs desire to have a jury decide this case and make this formal request pursuant to Texas Rule of Civil Procedure 216. This request is filed more than thirty days before this case has been scheduled for trial and all fees have been paid.

## **XIII REQUESTS FOR DISCLOSURE**

38. To the extent not already done, Plaintiffs request that Defendants disclose all information and documents required under Rule 194, Texas Rules of Civil Procedure within the time required under this rule.

## **XIV PRAYER**

WHEREFORE, Plaintiffs pray that after trial herein, that judgment be entered against Defendants jointly and severally as prayed for, that costs of court be taxed against Defendants, that Plaintiffs be given prejudgment as well as post judgment interest, and for such other and further relief, at law and in equity to which Plaintiffs may show themselves to be justly entitled, to which the Court believes Plaintiffs to be deserving, and for which Plaintiffs will ever pray.

Respectfully submitted,

**THE KASSAB LAW FIRM**



Lance Christopher Kassab  
Texas State Bar No. 00794070  
lance@kassab.law  
David Eric Kassab

Texas State Bar No. 24071351  
david@kassab.law  
Nicholas R. Pierce  
Texas State Bar No. 24098263  
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1214 Elgin Street  
Houston, Texas 77004  
Telephone: 713-522-7400  
Facsimile: 713-522-7410

**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this document has been forwarded to all parties pursuant to the Texas Rules of Civil Procedure on this the 7<sup>th</sup> day of August, 2019.

  
\_\_\_\_\_  
David Eric Kassab

# **EXHIBIT 1**



# **Group Of Legal Specialties**

*Proudly Assisting Families in Need*

## The Sequence

1. When the death call comes in, get as much information as possible (name of the deceased, location of the accident and what happened, etc.)
2. Contact the GLS rep with the information as soon as possible.
3. GLS will do the research and call the funeral home back on the viability of the case prior to the family coming in for the arrangement conference.
4. Set the stage with the family using the language examples included in this brochure.
5. Once the family asks "who?", refer to the GLS rep and contact the rep during the arrangement conference.
6. Once we get the go ahead from the family and the paperwork is signed, we will coordinate getting the monies to the funeral home for the funeral expenses.
7. The GLS rep will keep the funeral home up to date on the progress of the case.

*Our specialists are here to help you and the families you serve with expert assistance at a time when it is needed most. A family's loss is never easy, let GLS help them begin the process of moving forward.*



### Example: GLS Introduction Language

Mr. Funeral Director, we don't have much money and need to look at cremation or some type of service that we can afford.

"I understand Mr. and Mrs. Jones. Again, I am truly sorry for your loss. It is tragic what happened and I feel really badly for you and your family. I know you have many emotions running through your mind right now. We want to provide you a service that works best for you, but it is very important that you have someone acting on your behalf that is making sure that witness stories aren't changing and that evidence is not disappearing. There are people out there that will make sure your interests are protected and will even help with funeral expenses as well as other expenses."

Mr. Funeral Director, who would that be?

"It is a group that helps families all over the country and they can be a big help to you. So, why don't we select the type of service that you really want and we will get them on the phone in just a bit."

### Example: GLS Introduction Language

Mr. Funeral Director, this casket is very beautiful and John is sure deserving of it but I just don't think it is something that we can afford.

"I understand Mrs. Smith. Again, I want you to know that I am truly sorry for your loss. It is tragic what happened and I feel really badly for you and your family. I know you have many emotions running through your mind right now. We want to provide you a service that works best for you and your family, but it is also very important that you have someone acting on your behalf that is making sure that witness stories aren't changing and that evidence is not disappearing. There are people out there that will make sure your interests are protected and will even help with the funeral expenses as well as other expenses. This might be a way for you to get the service that you really want."

Mr. Funeral Director, who would that be?

"It is a group that helps families all over the country and they can be a big help to you. So, why don't we select the type of service that you really want and we will get them on the phone in just a bit."

### Example: GLS Introduction Language

"Mr. and Mrs. Johnson, the total charges for this service come to \$11,568.20 and that includes all of the services and items that we just summarized."

Well, Mr. Funeral Director that is more than we expected. Is there some way to bring the charges down a bit.

"Mr. and Mrs. Johnson, we can look at another casket but before we do that, let me tell you about another option that could be of help to you. It is tragic what happened and I feel really badly for you and your family. I know you have many emotions running through your mind right now, but it is very important that you have someone acting on your behalf that is making sure that witness stories aren't changing and that evidence is not disappearing. There are people out there that will make sure your interests are protected and will even help with the funeral expenses as well as other expenses."

Mr. Funeral Director, who would that be?

"It is a group that helps families all over the country. Why don't we get them on the phone right now and you can talk to them and see what help they might be able to provide you?"

Group of Legal Specialties

P.O. Box 40344

Austin, TX 78704

**512-517-7378**

## Summarizing At-Need Contract Charges

**Funeral Director:** "Now Sir, I am going to review the charges for the services that have been selected. Please feel free to stop me at any time for any questions that you might have (turn at-need contract around to face the family). The professional charges for our staff are \$4,950. The charge for embalming the body is \$800." ----*Continue summarizing each charge with the family through reviewing the total cost of all goods and services----*

**Funeral Director:** "Mr. Jones, I know this expense is totally unexpected and again, what has happened to your son is truly tragic and my heart goes out to you and your family. We do know of some folks that work with families and funeral homes all over the country in dealing with tragic situations just like yours, and they help the family with these expenses (wait for a response)."

**Mr. Jones:** What do you mean?

**Funeral Director:** "Well Sir, in accidents such as your son's, they will help pay the funeral expenses and even in certain circumstances pay for the entire funeral expense. If you would like, we can get them on the phone and let them explain it to you."

**Mr. Jones:** Ok, I would like to hear more about what they do.

## At Need Price Shopping

### Suggested Phone Language

**Caller:** Would you tell me what the cost of your cremation services are?

**Funeral Home:** "Ma'am, there are several options that you have with cremations and what will influence the price is the type of service that you choose. Our beginning cremation service is \$1,695 and they go up from there. Again, it really depends on the personalization you and the family desires.

Ma'am, to ensure that I have a better understanding and can make sure I don't miss any of the services we offer that would be beneficial to you and the family, may I ask you a couple of questions?"

**Caller:** Sure, that would be fine.

**Funeral Home:** "Is this a service that is needed soon?"

**Caller:** Yes, my husband passed away yesterday afternoon.

**Funeral Home:** "Ma'am, I am so sorry to hear. Had he been ill or was it something sudden?"

**Caller:** He was in a car wreck.

**Funeral Home:** "Oh ma'am, I am so very, very sorry. I know this is really difficult for you but we would have several service options available to you and your family. Ma'am, we also have some folks that quite possibly would help you with the expense associated with the service. With their help, it might allow you to get the service that you really want.

Now Ma'am, what would be a good time for you to come in?"

# **EXHIBIT 2**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

**AFFIDAVIT OF LUZ GALLEGOS**

BEFORE ME, the undersigned Notary Public, on this day appeared **LUZ GALLEGOS**  
who upon his oath deposed as follows:

My name is **LUZ GALLEGOS**. I am above the age of 18, am not disqualified by law  
from making this affidavit, and the matters stated herein are true and correct and within my  
personal knowledge.

1. I am the mother of Hector Soto, Jr.
2. I reside in El Paso County and my address is 11406 Van Nuys Dr, Socorro, TX.
3. My language is Spanish and I only read and write Spanish.
4. My greatest level of education is only 10 years in Mexico.
5. The evening of April 22, 2018, While I was out eating dinner, at around 9:00 p.m., I received a call that there officers were at my house.
6. I went to the house and the officers asked me if I was the mother of Hector Soto, Jr., and I responded yes. They said that my son was involved in an accident and he had passed.
7. I almost fainted, begin screaming, crying and was up all night surrounded with family friends, cousins and neighbors.
8. I had not slept all night crying.
9. The morning of April 23, 2018, at around 8:30 a.m. Victor Chavez, showed up at my home.
10. He said that he was an employee of the Cesar Ornelas Law Firm.
11. I didn't know him nor ever known of him nor I sought him to come at my home.
12. I did not know Cesar Ornelas or knew of him.
13. Victor asked me to sign the contract with Ornelas as my lawyer and they would pay for the funeral and bring the body of my son to El Paso, and they would help with the accident. This is all taking place while I crying over my son's passing.
14. I did not want to sign as I was in denial of my son's death and I wanted to see the body to make sure it was my son. However, Victor said if I didn't sign, they couldn't transfer the body; pay for the funeral and/or start investigation as to what happened to my son. He also said that Ornelas had already sent investigators to the scene and was already working on the case.

15. I was taken advantage of and told to sign or they couldn't work and/or pay for the funeral they worked with several funeral homes but he recommended Perches Funeral Home, and that they needed to act fast to send the investigators to the scene.
16. I was crying, screaming, and was in severe distress as Victor Chavez was pointing to the signature line of the contract and demanding that I sign.
17. The contract was never explained to me. I was not in any condition to read anything because of the crying and severe emotional distress I was experiencing. My eyes were swollen, I was sleep deprived, and I was crying non-stop because of the trauma of my child's passing.
18. I was not in a mental state and emotional state to read any documents.
19. I told Victor that I didn't want a lawyer. I told Victor that I wanted my son and I don't want or need a lawyer. Yet, he continued to insist that I needed a lawyer and I was hurting my son by not signing the contract. In addition, I was delaying the return of his body and the investigation being transferred to the funeral home by refusing to sign.
20. The only thing that was explained to me at the time was if I owed any money to the attorney and I was told that no money was owed, to the contrary, the attorney would pay not only for the funeral but would help with the estate expenses.
21. I asked what about if the case is lost, and his answer was that "we are investors sometimes, we win and sometimes we lose" and that I owed them nothing.
22. He explained nothing else.
23. In my agony, and under duress, I signed the contract without reading, understanding or comprehending what I was signing. I signed it under duress so I can see my son and the body be transferred to El Paso.
24. No one mentioned an arbitration clause or any other clauses in the contract.
25. I do not speak or read English, so I have no way of understanding what it says.
26. All I was told is that if I sign the contract with the attorneys, I would have my son's body transferred to the funeral home in El Paso, Texas at the Perches Funeral Home; and that Ornelas would pay for everything and continue to work in the case.
27. I don't know what arbitration is and it was never explained to me.
28. I have never heard of arbitration until today, May 30, 2019, where it was explained to me by Veronica Duran.
29. Victor Chavez and Ornelas Law Firm took advantage of my vulnerability and a time of severe distress to force me to sign the contract without having a chance to translate it or understand what I was signing.
30. I have never agreed to Arbitration because I was never aware of it, and I do not agree to it.
31. I have never waived my rights to a trial by jury nor ever agreed to an Arbitration.

Luz A Gallegos

Signature

Luz A Gallegos

Print Name

SUBSCRIBED AND SWORN TO BEFORE ME, on the 31st day of May, 2019.



[Signature]  
NOTARY PUBLIC in and for the  
State of TEXAS

My Commission Expires:

02-03-21

The statements in this affidavit were typed in English as stated by Luz Gallegos in Spanish to me. Luz Gallegos stated the above in Spanish and I typed in English and read to her in Spanish prior to her signing and attesting its accuracy:

[Signature]

VERONICA DURAN

Signature

Veronica Duran

Print Name

SUBSCRIBED AND SWORN TO BEFORE ME,  
on the 31st day of May, 2019.



[Signature]  
NOTARY PUBLIC in and for the  
State of TEXAS

My Commission Expires:

02-03-21

ESTADO DE TEXAS       §  
                                     §  
CONDADO DE EL PASO   §

### AFVIDAVIT DE LUZ GALLEGOS

ANTES DE MÍ, el Notario Público abajo firmante, en este día apareció LUZ GALLEGOS, quien, tras su juramento, declaró:

Mi nombre es **LUZ GALLEGOS**. Estoy por encima de la edad de 18 años, no estoy descalificado por ley para hacer esta declaración jurada, y los asuntos aquí expuestos son verdaderos y correctos y están dentro de mi conocimiento personal.

1. Soy la madre de Hector Soto, Jr.
2. Resido en el condado de El Paso y mi dirección es 11406 Van Nuys Dr, Socorro, TX.
3. Mi idioma es el español y solo leo y escribo español.
4. Mi mayor nivel de educación es de solo 10 años en México.
5. La noche del 22 de abril de 2018, mientras salía a cenar, alrededor de las 9:00 p.m., recibí una llamada de que había oficiales en mi casa.
6. Fui a la casa y los oficiales me preguntaron si yo era la madre de Hector Soto, Jr., y respondí que sí. Dijeron que mi hijo estuvo involucrado en un accidente y que había fallecido.
7. Casi me desmayo, comencé a gritar, llorar y estuve despierto toda la noche rodeado de amigos de mi familia, primos y vecinos.
8. No había dormido toda la noche llorando.
9. La mañana del 23 de abril de 2018, alrededor de las 8:30 a.m. Victor Chavez, se presentó en mi casa.
10. Dijo que era empleado del bufete de abogados Cesar Ornelas.
11. No lo conocía, ni lo conocía, ni lo busqué en mi casa.
12. No conocí a César Ornelas ni supe de él.
13. Víctor me pidió que firmara el contrato con Ornelas como mi abogado y ellos pagarían el funeral y llevarían el cuerpo de mi hijo a El Paso, y ayudarían con el accidente. Todo esto está sucediendo mientras lloro por la muerte de mi hijo.

14. No quería firmar porque estaba negando la muerte de mi hijo y quería ver el cuerpo para asegurarme de que era mi hijo. Sin embargo, Victor dijo que si no firmaba, no podrían transferir el cuerpo; pagar por el funeral y / o iniciar una investigación sobre lo que le sucedió a mi hijo. También dijo que Ornelas ya había enviado investigadores a la escena y que ya estaba trabajando en el caso.
15. Me aprovecharon y me dijeron que firmara o no pudieran trabajar y / o pagar por el funeral que trabajaron en varias funerarias, pero él recomendó la funeraria Perches, y que tenían que actuar rápido para enviar a los investigadores a la escena.
16. Estaba llorando, gritando, y estaba en grave angustia cuando Victor Chávez señalaba la línea de firma del contrato y me exigía que firmara.
17. El contrato nunca me fue explicado. No estaba en condiciones de leer nada debido al llanto y la grave angustia emocional que estaba experimentando. Mis ojos estaban hinchados, no podía dormir y lloraba sin parar por el trauma del fallecimiento de mi hijo.
18. No estaba en un estado mental y emocional para leer ningún documento.
19. Le dije a Victor que no quería un abogado. Le dije a Victor que quería a mi hijo y que no quiero ni necesito un abogado. Sin embargo, continuó insistiendo en que necesitaba un abogado y estaba lastimando a mi hijo al no firmar el contrato. Además, estaba demorando el regreso de su cuerpo y la investigación que se estaba transfiriendo a la funeraria al negarme a firmar.
20. Lo único que me explicaron en ese momento fue si le debía dinero al abogado y me dijeron que no se debía dinero, por el contrario, el abogado pagaría no solo por el funeral sino que también ayudaría con el gastos patrimoniales.
21. Pregunté qué pasa si se pierde el caso, y su respuesta fue que "somos inversionistas a veces, ganamos y otras veces perdemos" y que no les debía nada.
22. No explicó nada más.
23. En mi agonía, y bajo coacción, firmé el contrato sin leer, entender o comprender lo que estaba firmando. Lo firmé bajo coacción para que pueda ver a mi hijo y al cuerpo ser transferidos a El Paso.
24. Nadie mencionó una cláusula de arbitraje ni ninguna otra cláusula del contrato.
25. No hablo ni leo inglés, así que no tengo forma de entender lo que dice.
26. Todo lo que me dijeron es que si firmo el contrato con los abogados, transferiría el cuerpo de mi hijo a la funeraria en El Paso, Texas, en la funeraria Perches; y que Ornelas pagaría por todo y continuaría trabajando en el caso.
27. No sé qué es el arbitraje y nunca me lo explicaron.
28. Nunca he oído hablar de arbitraje hasta hoy, 30 de mayo de 2019, donde me lo explicó Veronica Duran.

29. Victor Chavez y el bufete de abogados Ornelas aprovecharon mi vulnerabilidad y un momento de gran angustia para obligarme a firmar el contrato sin tener la oportunidad de traducirlo o entender lo que estaba firmando.

30. Nunca acepté el Arbitraje porque nunca lo supe, y no lo acepto.

31. Nunca he renunciado a mis derechos a un juicio por jurado ni he aceptado un Arbitraje.

Luz A Gallegos

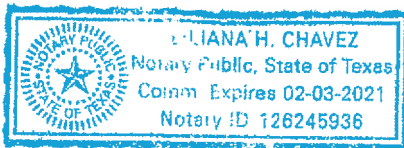
Signature

Luz A Gallegos

Print Name

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 31st day of May, 2019



[Signature]  
NOTARY PUBLIC in and for the  
State of TEXAS

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